

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF LINCOLN  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
PROJECT NO. STPP-5221(2), STATE CONTROL NO. 12742  
SOUTH 14<sup>TH</sup> STREET AT NEBRASKA HIGHWAY 2  
INTERSECTION IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "City," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State,"

WITNESSETH:

WHEREAS, the State and City entered into an agreement executed by the City on May 19, 2004, and by the State on June 8, 2004, hereinafter referred to as the "original agreement," that provided for Non-Betterment Utility Rehab, Construction and Construction Engineering on the South 14<sup>th</sup> Street at Nebraska Highway 2 intersection safety improvement project, and

WHEREAS, it now becomes necessary that the agreement be supplemented to add provisions necessary for the City to conduct a bid letting for this project, and

WHEREAS, the estimated cost for Non-Betterment Utility Rehab, Construction and Construction Engineering has increased, and

WHEREAS, additional safety funds have been allocated to this project.

NOW THEREFORE, in consideration of these facts, the State and City agree as follows:

SECTION 1. Section 11 of the original agreement is no longer in effect and shall be replaced with Section 2 of this supplemental agreement.

SECTION 2. The City agrees to advertise and conduct a letting and receive bids for the contemplated improvement. Prior to advertising the project for bids, the City shall submit a Right-of-Way Certificate and the final plans package (100 percent plans, specifications, permits, engineers estimate, and contract bidding documents) to the Urban Engineer for review. The State will review the submitted items and give the City direction in proceeding with advertising the project for bids. Upon direction from the State for the City to advertise, the City shall not open the bids for a minimum of 21 calendar days after the first advertisement is published in the newspapers. The City shall submit its selection of low bidder and supporting documents to the State for concurrence prior to awarding of the construction contract to the successful low bidder. The City shall sign the contract or contracts and shall send copies of the signed contract(s), including copies of the awarded final plans package to the State's Urban Engineer, and District Engineer.

SECTION 3. Section 12 of this original agreement is no longer in effect and shall be replaced with Section 4 of this supplemental agreement.

SECTION 4. The cost of nonbetterment utility rehabilitation, construction and construction engineering is estimated to be \$790,000. The City's share is estimated at \$290,000. The State agrees to reimburse the City, using Federal Funds, for 80 percent of the actual eligible cost of the improvement up to a maximum of \$500,000, unless additional funding becomes available. Progress billings to reimburse the City may be submitted no more often than monthly. The State will pay 95 percent of the 80 percent Federal share until 95 percent of the contractor's costs, or 95 percent of the maximum Federal share has been reimbursed. The final settlement between the State and the City will be made after the final review and approval by the State and after an audit, if deemed necessary, has been performed to verify actual costs. The City agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The City further agrees, that if reimbursement to the State is required on this project, and if the City is unable to or does not make reimbursement within 60 calendar days after the State notifies the City of such required reimbursement; the State by this agreement is authorized to withhold money from state highway funds apportioned or to be apportioned to the City, in an amount equal to the required reimbursement to the State.

Costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of City and Federal Funds. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the City agrees to pay such invoices within thirty days of receipt. The City's share of the total project cost will be all costs not paid for by Federal Funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the City under this agreement.

Final payment will not be made to the City until the City has filed a completed State DR Form 299 with the State, and both the City and the State have signed it.

The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records to be available for inspection by the State and the Federal Highway Administration or any authorized representatives of the Federal government, and the City shall furnish copies to those mentioned in this section when requested to do so.

SECTION 5. Except as specifically amended by this supplemental agreement, all terms and conditions of the agreement executed by the City on May 19, 2004, and by the State on June 8, 2004, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and State hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESS:  
Joan E. Ross

CITY OF LINCOLN  
Coleen J. Seng

\_\_\_\_\_  
City Clerk

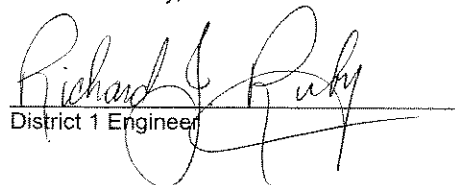
\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_ day of \_\_\_\_\_, 2006.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
James J. Knott, P.E.

\_\_\_\_\_  
Roadway Design Engineer

RECOMMENDED:  
Richard J. Ruby, P.E.

  
District 1 Engineer

AGRS10-NN